

EXHIBIT A

Smith Consumer Provider Agreement

(Effective Date: August 23, 2012)

Thank you for your interest in gosmith.com, an Internet platform ("Website") owned and operated by Friend Trusted, Inc., a Delaware corporation ("Smith," "we," or "us"). Smith provides consumers (collectively, "Consumers" and individually, "Consumer" or "you") an online venue to solicit quotes for trades and services from service providers and professionals in various lines of work and commerce (collectively "Service Providers" or "Pros"). By using our app, you may become a Consumer at no cost and will have the ability to request quotes for services. References to Websites shall include, but is not limited to, any and all uses of gosmith.com via mobile applications, mobile devices, personal computers, email, telephones or other electronic devices. Smith serves as a marketplace for consumers and service providers and is not held liable or responsible for any damages or claims that occur because of the interaction and transaction between consumers and service providers

ACKNOWLEDGEMENT AND ACCEPTANCE

This Website and Smith's services are offered to you for use only in the United States and are conditioned upon your acceptance without modification, of the following terms, conditions, and notices contained in this Smith Consumer Agreement ("Agreement"). Please read this Agreement carefully. Regardless of whether you register with the Website, your use of the Website and any related services constitutes your agreement to all such terms, conditions, and notices. You agree and understand that certain features of the Website may be subject to additional terms and conditions or registration requirements. You agree to abide by these additional terms, and you further agree that a violation of those terms while you are accessing the Website shall constitute a breach of this Agreement. This Agreement also includes Smith's Privacy Policy and any notices regarding the Website. Particularly, upon accepting offer from Service Provider, you have agreed to our terms and conditions as specified here.

You acknowledge and agree that Smith may amend this Agreement at any time by posting a revised version of this Agreement on the Website or by notifying Consumers directly in Smith's sole discretion. Your continued use of the Website after any such changes are made to this Agreement shall constitute your consent to such changes. Smith does not and will not assume any obligation to notify Consumers of any changes to this Agreement, or the creation or modification of any additional terms. You are responsible for remaining knowledgeable about the terms, conditions and notices of the Agreement.

Use and Age Restrictions

Use of the Website is permitted only by individuals who can form legally binding contracts under applicable Law. Without limiting the foregoing, use of the Smith Website is not permitted by anyone under the age of 18. If you do not qualify, please do not use the Website.

Service Requests and Quotes

Upon registration with Smith, a Consumer may submit through the Website a request for quotes for service or work ("Service Request") from Service Providers. Consumers must provide required information (e.g., what they want done, when they want it done, where they want it done) to submit a valid Service Request. All Service Requests posted through the Website must

be lawful and not in violation of any city ordinance, state, local or federal law. A submitted Service Request must be descriptive enough to allow a Service Provider to ascertain the necessary details to submit a fully informed offer to provide the requested services ("Quote").

After submission of a Service Request, Smith will inform Service Providers with profiles that match the services requested by Consumer. Nevertheless, Smith does not and cannot guarantee that there will be Service Providers who are capable of or willing to complete the requested services at the time and place requested or that Consumer will receive Quotes from Service Provider(s).

A Quote can be submitted by a Service Provider with a flat fee quote or require an onsite estimate. You can chat with the Service Provider to verify how much is the estimated material cost if any. It is your sole responsibility to provide any material that the Service Provider needs to get the job done. An onsite estimate is used when a Service Provider is only able to provide an estimate for a job but will be able to provide a more accurate quote or a final quote upon completion of an onsite visit. There is no obligation to purchase for onsite estimate.

A Service Request includes a period of time in which Quotes may be submitted ("Quoting Period") by Service Providers; however, a Consumer may accept a Quote at any time, thereby ending the Quoting Period before the fixed amount of time has passed. A Quote from a Service Provider may be canceled or retracted up until the point when the Consumer accepts the Quote and the Service Request becomes a "Won Job."

When a Consumer accepts a Quote, he or she explicitly implies an offer to pay the Service Provider in the amount of the Quote for services rendered. Accepting a Quote amounts to entering a binding legal agreement to pay the Service Provider once the Service is rendered. Please consider carefully when you accept a Quote from a Service Provider.

When submitting a Service Request, ensure that the Service Request does not infringe upon the copyright, trademark or other rights of any third party. By posting a Service Request you represent that the Service Request is lawful and does not infringe on the intellectual property of any third party. Your description of the Service Request must be truthful and accurate. Any Service Request posted on the Website: (a) shall not be fraudulent; (b) shall not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (c) shall not violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) shall not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (e) shall not be obscene or contain child pornography; and (f) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

Smith serves as a marketplace between homeowners and service providers and shall not be held liable or accountable for any damages that occurred when service provider is performing the job. While Smith will make the best effort to vet the Service Provider and make sure that the job is well done to your satisfaction, Smith does not guarantee the job performed by the Service Provider nor will Smith cover any damages that Service Provider incur.

Payment Terms

Smith expressly disclaims any liability that may arise between Users of its Service.

Smith is only a venue for connecting Consumers and Service Providers. Because Smith is not involved in the actual contact between Consumers and Service Providers, or in the completion of the Service, in the event that you have a dispute with one or more Users, you release Smith (and our officers, directors, agents, investors, subsidiaries, and employees) from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Refund Policy

No refunds or credits will be provided once the Consumer's credit card has been charged or electronic check has been processed. At Smith's sole discretion, refunds or credits may be granted in extenuating circumstances, as a result of specific refund guarantee promotions, or to correct any errors made by Smith.

Escrow Dispute Policy

Once the Provider or Consumer notifies Smith of a dispute (considered the Dispute Date), the Provider and Consumer have 14 calendar days (considered the Negotiation Period) to resolve their dispute. If the Provider and Consumer have not resolved the dispute within the 14 day Negotiation Period, the Buyer and Seller are provided a second 14 day period (considered the Arbitration Commencement Period). During the 14 day Arbitration Commencement Period, the Provider and Consumer are required to start dispute resolution - an arbitration process administered by arbitrators from American Arbitration Association, JAMS Arbitration, or net-ARB.com. If Smith has not received proof of binding arbitration from the Provider or Consumer by the end of the Arbitration Commencement Period, Smith is authorized to close the transaction and refund the Consumer, less any Smith fees.

Service Providers

Background Checks. *Smith does not perform comprehensive background checks on Provider's principal/owner named during the Service Provider's registration with Smith. It is solely the homeowner's responsibility to make sure they are comfortable and safe with the service providers.*

Licensing. *Smith may verify the licensing information submitted by the Service Provider at the time of its registration. Different jurisdictions may require state and/or local level licensing for certain services, work, and/or project amounts. Consumers are responsible for determining which licenses, if any, are required for their requested services. Before you proceed with a project, you should confirm all licensing requirements with your state and local authorities and your selected Service Provider.*

Insurance and Bonding *Smith provides Service Providers with the ability to enter information and documents concerning insurance policies and/or bonds covering their operations. Smith does not verify this information. Before you proceed with a project, you should confirm any insurance and/or bonding requirements with your state and local authorities and your selected Service Provider.*

Consumer Verification. YOU SHOULD VERIFY THAT THE INFORMATION PRESENTED BY THE SERVICE PROVIDER OR IN THE SERVICE PROVIDER'S PROFILE IS ACCURATE. SMITH DOES NOT VERIFY ALL INFORMATION OR DOCUMENTS PROVIDED BY SERVICE PROVIDERS AND EXPRESSLY DISCLAIMS ANY GUARANTEES OR WARRANTIES CONCERNING SUCH INFORMATION. CONSUMERS SHOULD CONDUCT THEIR OWN INVESTIGATION OF SERVICE PROVIDERS, INCLUDING, BUT NOT LIMITED TO, WHETHER SERVICE PROVIDERS ARE APPROPRIATELY LICENSED FOR THE REQUESTED SERVICES, FREE OF SIGNIFICANT STATE-LEVEL CIVIL LEGAL JUDGMENTS, AND CARRY APPROPRIATE GENERAL LIABILITY INSURANCE OR BONDING. Smith DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION RECEIVED BY CONSUMER FROM STATE, PROVINCIAL OR OTHER GOVERNMENT AGENCIES OR FROM THIRD PARTY SOURCES IS ACCURATE, ERROR FREE, OR THAT IT IS UP TO DATE OR UPDATED AT THE TIME THAT CONSUMER CHECKS SUCH INFORMATION. MOST AGENCIES HAVE PERIODIC UPDATE CYCLES OR SCHEDULES AND THIS INFORMATION IS NOT UPDATED ON A REAL-TIME BASIS BY SUCH AGENCIES AND THIRD PARTY SOURCES.

No Warranty or Endorsement. Smith does not endorse or recommend the services of any particular Service Provider. It is entirely up to the Consumer to enter into a direct contract or otherwise reach an agreement with a Service Provider. SMITH DOES NOT WARRANT THE SERVICE PROVIDER'S PERFORMANCE ON THE JOB OR THE OUTCOME OR QUALITY OF THE SERVICES PERFORMED. SERVICE PROVIDERS ARE NOT EMPLOYEES OR AGENTS OF SMITH, NOR IS SMITH AN AGENT OF THE SERVICE PROVIDERS. SMITH DOES NOT PERFORM, AND IS NOT RESPONSIBLE FOR, ANY OF THE SERVICES REQUESTED BY THE CONSUMER IN THE SERVICE REQUEST. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE SERVICES OFFERED BY SERVICE PROVIDERS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

Interactions and Disputes with Service Providers . With exception of the Service Guarantee, Smith will not work to resolve any disputes between Consumers and Service Providers (collectively "Users") and is not responsible for disputes, claims, losses, injuries or damage of any kind that might arise out of or relate to conduct of Users.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH SERVICE PROVIDERS. YOU UNDERSTAND THAT SMITH DOES NOT ATTEMPT TO VERIFY ALL STATEMENTS OF SERVICE PROVIDERS. SMITH MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF ANY SERVICE PROVIDER OR THE SERVICE PROVIDER'S ABILITY TO PROVIDE A SERVICE COMPLIANT WITH THE CONSUMER'S SERVICE REQUEST. YOU EXPRESSLY ACKNOWLEDGE THAT Smith MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE QUALITY OF SERVICES RENDERED BY ANY SERVICE PROVIDER.

YOUR RIGHTS UNDER CONTRACTS YOU ENTER INTO WITH SERVICE PROVIDERS ARE GOVERNED BY THE TERMS OF SUCH CONTRACTS AND BY APPLICABLE FEDERAL, STATE, PROVINCIAL AND LOCAL LAWS. SHOULD YOU HAVE A

DISPUTE WITH ANY SERVICE PROVIDER, YOU SHOULD ADDRESS SUCH DISPUTE WITH THE SERVICE PROVIDERS DIRECTLY.

Release. IN EXCHANGE FOR THE PRIVILEGE OF ACCESSING THE WEBSITE AND SUBMITTING PROJECT THROUGH MOBILE DEVICE, YOU EXPRESSLY AGREE TO RELEASE SMITH (AND ITS OFFICERS, DIRECTORS, AFFILIATES, PARENT COMPANIES, EMPLOYEES AND AGENTS) FROM ANY CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY DISPUTE YOU HAVE WITH ONE OR MORE SERVICE PROVIDERS. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

No Warranties

SMITH MAKES NO REPRESENTATION ABOUT THE SUITABILITY OF THE CONTENT ON OR SERVICES OF THIS WEBSITE FOR ANY PURPOSE. SMITH DOES NOT PROMISE THAT THE WEBSITE WILL BE ERROR-FREE, UNINTERRUPTED, OR THAT IT WILL PROVIDE SPECIFIC RESULTS FROM USE OF THE WEBSITE OR ANY CONTENT, SEARCH OR LINK ON IT. THE WEBSITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. SMITH CANNOT ENSURE THAT ANY FILES YOU DOWNLOAD FROM THE WEBSITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. SMITH SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THIS WEBSITE, FOR YOUR ACTION OR INACTION IN CONNECTION WITH THIS WEBSITE OR FOR ANY DAMAGE TO YOUR COMPUTER OR DATA OR ANY OTHER DAMAGE YOU MAY INCUR IN CONNECTION WITH THIS WEBSITE. SMITH SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. SMITH MAKES NO GUARANTEES OF ANY SPECIFIC RESULT FROM USE OF THIS WEBSITE. YOUR USE OF THIS WEBSITE IS AT YOUR OWN RISK.

Limitations of Liability

IN NO EVENT SHALL SMITH, ITS OFFICERS, DIRECTORS, AFFILIATES, PARENT COMPANIES, EMPLOYEES AND/OR AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, GENERAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATING TO (1) THE USE OF, CONTENT IN, DELAY OR INABILITY TO USE, OR OTHERWISE ARISING IN CONNECTION WITH THIS WEBSITE, (2) THE CONDUCT OF A USER, SERVICE PROVIDER OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE WEBSITE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES, WHETHER BASED ON

CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Smith IS NOT LIABLE FOR ANY LOST DATA RESULTING FROM THE OPERATION OF THE WEBSITE OR THE ENFORCEMENT OF THE TERMS. Smith EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTY USERS, Smith USERS, ADVERTISERS AND/OR SPONSORS ON THE WEBSITE, IN CONNECTION WITH THE WEBSITE OR OTHERWISE RELATED TO YOUR USE OF THE WEBSITE. BY USING THE WEBSITE, YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH OTHER USERS OF THE WEBSITE. TO THE EXTENT YOUR STATE DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Content on Website

Proprietary Rights. *This Website and the material within it are © 2014 Friend Trusted, Inc.. Viewing this Website creates a copy of Smith materials in your computer's random access memory and/or your hard drive and/or in your proxy server. The Website contains the copyrighted material, trademarks, service marks, logos and other proprietary information (the "Intellectual Property") of Smith . Nothing on this Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Intellectual Property displayed on the Website, without the prior written permission of the Intellectual Property owner. Other product and company names mentioned in this Website may be the Intellectual Property of their respective owners.*

Copyright Policy. Except for that information which is in the public domain, you may not post, copy, modify, publish, transmit, distribute, perform, display, sell or reproduce in any way any Intellectual Property without obtaining the prior written consent of the owner of such Intellectual Property. Smith can remove any User Content you post on the Website if it violates this statement. If you believe that your work has been copied and posted on the Website in a way that constitutes infringement, please provide our Copyright Agent with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the interest; a description of the work that you claim has been infringed; a description of where the material that you claim is infringing is located on the Website; your address, telephone number, and email address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the owner or authorized to act on the owner's behalf. Copyright Agent for notice of claims of infringement can be reached as follows: Friend Trusted, Inc., Attention: Legal, Friend Trusted Inc., 55 East 3rd Avenue, San Mateo, CA 94401.

Content. *Users may post information, reviews, comments, messages, photos, profiles; send emails, e-cards and other communications; and submit materials, suggestions, ideas, comments, questions, or other information (collectively "User Content"), so long as the User Content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You agree that all of the User Content and information posted on the Website (including any ratings, reviews and/or other User Content posted by you), is the sole*

and exclusive property of Smith or the party posting such content. Smith reserves the right (but not the obligation) to remove, change or edit such User Content in its sole discretion.

Reliance on Content, Etc. *Opinions, advice, statements, reviews, offers, or other information or User Content made available through the Website, but not directly by Smith, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such User Content. Smith does not: (i) guarantee the accuracy, completeness, or usefulness of any information on the Website; or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears on the Website. Under no circumstances will Smith or its affiliates be responsible for any loss or damage resulting from your reliance on information or other content posted on the Website or transmitted to or by any Users.*

Documents and Information Available on this Website. Permission to use documents (such as press releases, datasheets, content, informational items and FAQs) from the Website is granted, provided that (1) the Copyright Policy above and this paragraph are included with such documents, (2) use of such documents from the Website is for your informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media, and (3) no modifications of any documents are made. Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. Documents specified above do not include the design or layout of the Smith Website or any other Smith owned, operated, licensed or controlled site (the "Smith Websites"). Elements of Smith Websites are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from any Smith Website may be copied or retransmitted unless expressly permitted by Smith.

Information You Provide to Smith. Upon using or registering for an account on the Website, you will be prompted to disclose certain information about yourself and your service requirements if you request services. Some of this information will be sent to Service Providers who will need this information to respond to you or to other persons or entities in connection with the Website. By providing this information to Smith, or by submitting a Service Request, you are requesting, and you expressly consent to having details of your Service Request sent to Service Providers. If you accept a Quote from a Service Provider, Smith will further send identifying information such as your name, contact phone number, email address, and physical address of the job location to the Service Provider whose Quote you selected. This information will be sent to the Service Provider whose quote you selected even if you are listed on any federal, state, provincial or other applicable "Do Not Call" list, in order that Smith may provide the services set forth on the Website, to service your account, to reasonably address matters pertaining to your account or for other purposes reasonably related to your Service Request and Smith's business, including marketing related emails. For complete details on Smith's use of your information, please see our [Privacy Policy](#). You promise that all information you provide will be accurate, current and truthful to the best of your knowledge. If you provide any information that is untrue, not current or incomplete, or Smith has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Smith has the right to refuse any current or future use of the Smith services (or any portion thereof) by you.

You are responsible for maintaining the confidentiality of your account password. You are also responsible for all activities that occur in connection with your account. You agree to notify us immediately of any unauthorized use of your account.

In the event that you provide Smith with any feedback regarding the Smith service or the Website, including without limitation, any flaws, errors, bugs, anomalies, problems with and/or suggestions for the service or the Website ("Feedback"), you hereby assign to Smith all rights in the Feedback, including but not limited to, the right to use such Feedback and related information in any manner we deem appropriate.

Content Posted by You on the Website . You understand and agree that Smith may review, edit, change and/or delete any User Content in its sole discretion. By posting User Content to any public area of the Website, you automatically grant, and you represent and warrant that you have the right to grant, to Smith, its affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, royalty-free, fully paid, fully sublicensable, worldwide license to use, copy, perform, sell, rent, lease, display, reproduce, adapt, publish, translate, modify and distribute such information and User Content and to prepare derivative works of, or incorporate into other works, such information and User Content throughout the world in any media, and to grant and authorize sublicenses of the foregoing. You further represent and warrant that public posting and use of your User Content by Smith will not infringe or violate the rights of any third party. You grant Smith and sublicensees the right to use the name that you submit in connection with such content, if they choose. Smith takes no responsibility and assumes no liability for any content posted by you, any User or third party.

You are solely responsible for the User Content that you post on the Website or transmit to other Users. You will not post on the Website, or transmit to other Users, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You will not provide inaccurate, misleading or false information to the Smith or to any User. If information provided to Smith, or another user, subsequently becomes inaccurate, misleading or false, you will promptly notify Smith of such change.

The following is a partial list of the kind of User Content that is illegal or prohibited on the Website. Smith reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Website and terminating the membership of such violators. It includes, but is not limited to, User Content that:

- is patently offensive to the online community, such as User Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming";
- promotes information that you know is false or misleading (including with respect to the identity of the party who will perform a Won Job);

- promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated images, audio or video, or links to pirated images, audio or video files;
- contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under the age of 18;
- provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes; and
- violates state and/or local consumer protection laws.

Your use of the Website, including but not limited to the User Content you post on the Website, must be in accordance with any and all applicable laws and regulations. All information you include in your account information must be accurate, current and complete. Smith reserves the right to investigate and terminate your membership if you have misused the Website, or behaved in a way which could be regarded as inappropriate or whose conduct is unlawful or illegal.

You acknowledge that a violation of the foregoing User Content provisions could result in significant damages, and you agree that you are liable to Smith for any such damages. We reserve the right to revoke your access to the Website and services at any time. With exception of information that is generally accessible to the public, all information about Service Providers is confidential and for your personal use only. If it is determined or suspected by Smith in its sole discretion that you are misusing or attempting to misuse or circumvent the Smith services or system, or are using or attempting to use them for any inappropriate, non-personal, or commercial purposes, including but not limited to activities such as hacking, infiltrating, fraud, advertising, jamming or spamming, Smith reserves the right, in its sole discretion, to immediately terminate your access without notice and to initiate without notice appropriate legal actions or proceedings to seek appropriate remedies and/or damages, including but not limited to lost revenue, repairs, legal fees, costs and expenses, and to seek injunctions or other equitable remedies.

Termination of Account

This Agreement will remain in full force and effect while you use the Website and/or are a Consumer of Smith. You may terminate your account at any time, for any reason. To cancel an account, please send a written notice of termination to Friend Trusted, Inc., 55 East 3rd Avenue, San Mateo, CA 94401 or email notice of termination to hello@gosmith.com. If you terminate your account, your account will be disabled within 14 days. Smith may terminate your account

or this Agreement at any time, with or without cause, by sending notice to you at the email address you provide in your account registration, or such other email address as you may later provide to Smith. All decisions regarding the termination of accounts shall be made in the sole discretion of Smith. Smith is not required to provide you notice prior to terminating your account. Smith is not required, and may be prohibited, from disclosing a reason for the termination of your account. Even after your account is terminated, this Agreement will remain in effect.

Smith Customer Care Representative

Smith may provide assistance and guidance through customer care representatives. When communicating with our customer care representatives, you may not to be abusive, obscene, profane, offensive, sexist, threatening, harassing, racially offensive or otherwise behave inappropriately. If we feel that your behavior toward any of our customer care representatives or other employees is at any time threatening or offensive, we reserve the right to immediately terminate your membership. You acknowledge and agree that Smith may monitor and/or record any telephone calls between you and Smith.

Modifications to Website

Smith reserves the right at any time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice. You agree that Smith shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website.

Blocking of IP Addresses

In order to protect the integrity of the Website, Smith reserves the right at any time in its sole discretion to block Users from certain IP addresses from accessing the Website.

Privacy

Use of the Website is also governed by our Privacy Policy, available at [privacy](#).

Disclaimers

Smith is not responsible for any incorrect or inaccurate content posted on the Website or in connection with the Website, whether caused by Users of the Website, or by any of the equipment or programming associated with or utilized in the Website. Smith is not responsible for the conduct, whether online or offline, of any Consumer, Service Provider or other third-party users of the Website. Smith assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. Smith is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Website or combination thereof, including injury or damage to Users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Website. Under no circumstances will Smith or any of its affiliates, advertisers, promoters or distribution partners be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Smith Websites, any content posted on the Website or transmitted to Users, or any interactions between Users of the Website,

whether online or offline. The Smith Websites are provided "AS-IS" and Smith expressly disclaims any warranty of fitness for a particular purpose or non-infringement. Smith cannot guarantee and does not promise any specific results from use of the Smith Websites.

In addition to the preceding paragraph and other provisions of this Agreement, any advice that may be posted on the Website is for informational and entertainment purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. Smith makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Website. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

Links

The Website may provide, or third parties may provide, links to other World Wide Web sites or resources, including, by way of example, the placement of a widget or live feed from a customer ratings website. Because Smith has no control over such sites and resources, you acknowledge and agree that Smith is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Smith shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such content, goods or services available on or through any such site or resource.

Jurisdiction and Choice of Law

If there is any dispute arising out of this Agreement or the use of the Website, by using the Website you expressly agree that any such dispute shall be governed by the laws of the State of Delaware, without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue of the Superior Court of Delaware for the resolution of any such dispute.

DISPUTE RESOLUTION

At the sole option of Smith, any claim, dispute or controversy arising out of, relating to or concerning in any way the Agreement or use of the Website shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its commercial arbitration rules. The decisions of the arbitrators shall be binding and conclusive upon all parties involved, and judgment upon any arbitration award may be entered by any court having competent jurisdiction. Each party shall bear its own costs, fees, and expenses associated with any arbitration, except that the parties agree to split equally the costs and expenses of the arbitrator/AAA. Smith may elect, in its sole discretion, not to use arbitration for any individual Claim that you properly file and pursue in court. IF ARBITRATION IS CHOSEN BY Smith WITH RESPECT TO A CLAIM, YOU WILL NOT HAVE THE RIGHT TO LITIGATE THE CLAIM IN COURT, HAVE A JURY TRIAL, OR ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. OTHER

RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

Indemnification

You agree to indemnify, defend and hold Smith, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, demand or suit, including reasonable attorney's fees, made by any Service Provider, User or third party due to, relating to or arising out of your use of the Website, conduct, contracts with Service Providers, payments to Service Providers, other interactions with Users and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth in this Agreement.

SURVIVAL

The following provisions shall survive termination of the Agreement: No Warranty or Endorsement, Interactions and Disputes with Service Providers, Release, No Warranties, Limitations of Liability, all provisions in the Content on Website section, Disclaimers, Jurisdiction and Choice of Law, Dispute Resolution, and Indemnification.

ELIGIBILITY REQUIREMENTS

Smith shall have absolute discretion as to whether or not it accepts a particular applicant or site for participation in the service.

REMOVAL FROM NETWORK

Smith reserves the right to terminate the participation of any member or site without reason but expressly including any member site that Smith judges to be in violation of the Terms and Conditions.

Members in violation of Smith's Terms and Conditions will be immediately deactivated. Smith may deactivate members with no prior notification. Members found in violation of the Terms and Conditions will not receive any credit or payment from Smith.

MODIFICATIONS

Smith reserves the right to change the member Terms and Conditions at any time. It is the member's responsibility to check these Terms and Conditions from time to time for such changes. In the event Smith offers any additional or replacement services then this agreement shall apply to such services in the absence of any new agreement specific to such services which is entered into between the parties.

OWNERSHIP

Members agree that all information contained on a website operated by Smith, and all information compiled by Smith through operation of the affiliate program, is the proprietary information of Smith. Personal information provided by members to Smith will be kept confidential and will not be distributed to any third party.

E-MAIL ADDRESSES & MOBILE PHONE

You must keep a valid and active Email address and mobile phone number on file with Smith.

PROVIDING CONTACT INFORMATION

You are prohibited from making direct contact with another member, unless it's for a project you (a buyer) have picked a Professional for. This includes giving out your e-mail address, instant messenger, phone number, or any other method of contact.

1. Smith's Service

1.1 Overview. Smith is an online referral service company which connects consumers ("Consumers") online to specific Service Providers. On the Website, or on the phone, Consumers solicit Bids for trades and services from Service Providers for a specific project (the "Project"). The Service Project shall contain detailed information on a specific project ("Project"). Once Smith receives a Project, Smith selects qualified Service Providers, from its database, to receive notice of the Project. The Smith Verified Professional will then be notified of selection. Upon the Consumer's selection Bid, the Consumer and Service Provider enter into a separate agreement to perform the work for the Project.

1.2 Background Checks. Smith does its best to do online verification of the service providers, but thorough and complete background verification is the responsibility of customers. Smith reserves the right to review any content posted on social websites in its absolute discretion.

1.3 Submitting a Bid or Estimate. The Smith selected Service Provider may submit a Bid to Smith, within the specified amount of time, to perform work for the client on a Project. The Bid submitted may be "onsite estimate", "flat rate" or "hourly rate", the last two being of labor cost only. By submitting a Bid, Service Provider is making a non-binding offer to perform the work in the Service Project for a specific amount of money and in a timely, workmanlike and professional manner to state codes and guidelines. A Bid may be cancelled the Consumer accepts the Bid and signs the contract. Once a Bid is accepted, it becomes a "Project." The Consumer may accept a Bid at any time during the bidding process. A Bid will expire after 30 days if it has not been selected by the Consumer or cancelled/rescinded by the Service Provider.

Term/Termination. Smith reserves the right to terminate any member or professional at any time without any notice as Smith discretion. It is a privilege to be a member of Smith.

Member Indemnification. Smith Members will indemnify defend and hold harmless Smith and its owners, officers, shareholders, affiliates, subsidiaries, associates, directors, employees, subcontractors and agents from and against, any losses, liabilities, claims, causes of action, lawsuits, judgments, civil penalties, damages and expenses suffered, incurred, or sustained by Smith or its owners, officers, shareholders, affiliates, subsidiaries, associates, directors, employees, subcontractors and agents, to the extent resulting from, arising out of, or relating to the following acts or failure to act of Service Provider or Service Provider Personnel:

- (a) Any Services and/or work performed and/or products supplied by Service Provider and/or Service Provider Personnel;
- (b) The inaccuracy, untruthfulness or breach of any representation, covenant, warranty, or any other agreement set forth in this Agreement or on the Website;
- (c) Actual or alleged personal injury (including death);
- (d) Actual or alleged property loss or damage;

(e) The marketing or sale of any products, materials or services under this Agreement to any Consumer;

(f) Compensation or benefits of any kind, including base wages, bonuses, health and welfare benefits (by agreement, plan, statute or otherwise), pension benefits, or severance or termination pay, by or on behalf of Service Provider or any owner, officer, shareholder, partner, member, parent or Service Provider Personnel, claiming an employment or other relationship with Service Provider and/or Smith;

(g) Any other claims against Smith based on indirect association with Service Provider;

(h) Any payment made by Smith as part of Smith's Guarantee that arises from or relates to Service Provider's services, work and/or product.

Smith's Right to Assume Defense. Notwithstanding anything else provided herein, and without limiting Service Provider's obligation to fully indemnify Smith under this Agreement, Smith reserves the absolute right to assume the defense of any claim.

Participating in the Defense. Smith has the right, but not the obligation, to participate, as it deems necessary, in the handling, adjustment, or defense of any claim. If Smith reasonably determines that defenses are available to it that are not available to Service Provider and if raising such defenses would create a conflict of interest for the counsel defending the claim, Smith will be entitled to retain separate counsel to raise such defenses.

6. Disclaimer of Warranties

Smith MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE MATERIALS ON THIS WEBSITE FOR ANY PURPOSE OR SERVICE PROVIDER'S PARTICIPATION, BENEFITS, USE OR EXPECTATIONS CONCERNING Smith'S WEBSITE, BUSINESS PLATFORM OR SERVICES. ALL SUCH MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. Smith SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. Smith SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THIS SITE, FOR YOUR ACTION OR INACTION IN CONNECTION WITH THIS WEBSITE OR FOR ANY DAMAGE TO YOUR COMPUTER OR DATA OR ANY OTHER DAMAGE YOU MAY INCUR IN CONNECTION WITH THIS WEBSITE. YOUR USE OF THIS WEBSITE IS AT YOUR OWN RISK. IN NO EVENT SHALL Smith, ITS AFFILIATES OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE WEBSITE, THE MATERIALS IN THIS WEBSITE, THE DELAY OR INABILITY TO USE THIS WEBSITE OR OTHERWISE ARISING IN CONNECTION WITH THIS WEBSITE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES SOME STATES AND/OR JURISDICTION DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL

OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY.

7 Website Content.

Copyright. Viewing this Website creates a copy of Smith materials in your computer's random access memory and/or your hard drive and/or in your proxy server.

7.2 User License. Smith grants Service Provider permission to view this Website and to print individual pages from this Website for Service Provider's own personal, noncommercial use, provided that you agree to and accept without modification the notices, terms and conditions set forth in this Agreement. You may not modify, copy (except as set forth in the preceding sentence), distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, material, software, products or services from this Website. You represent and warrant that you will not use this Website for any purpose that is unlawful, immoral or prohibited by these terms, conditions and notices.

7.3 Trademarks. The trademarks, service marks, and logos (the "Trademarks") used and displayed on this Website are registered and unregistered Trademarks Friend Trusted, Inc. Nothing on this Website should be construed as granting, by implication, estoppels or otherwise, any license or right to use any Trademark displayed on the Website, without the prior written permission of the Trademark owner. Smith aggressively enforces its intellectual property rights to the fullest extent of the law. The name of Smith, the Smith logo or other Smith formatives may not be used in any way, including advertising or publicity pertaining to distribution of materials of this Website, without prior, written permission from Smith. Smith prohibits use of the Smith logo as part of a link to or from any other site unless establishment of such a link is approved in advance by Smith in writing. Fair use of Smith's trademarks requires proper acknowledgment. Other product and company names mentioned in this Website may be the trademarks of their respective owners.

7.4 Links to Third Party Sites. This Website may contain links to websites owned or operated by parties other than Smith. Such links are provided for your reference only. Smith does not control outside sites and is not responsible for their content. Smith's inclusion of links to an outside site does not imply any endorsement of the material on the website or, unless expressly disclosed otherwise, any sponsorship, affiliation or association with its owner, operator or sponsor, nor does Smith's inclusion of the links imply that Smith is authorized to use any trade name, trademark, logo, legal or official seal or copyrighted symbol that may be reflected on the linked website.

7.5 Reliance on Content. Opinions, advice, statements, reviews, offers, or other information or user content made available through the Website, but not directly by Smith, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Smith does not: (i) guarantee the accuracy, completeness, or usefulness of any information on the Website; or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears on the Website.

Under no circumstances will Smith or its affiliates be responsible for any loss or damage resulting from your reliance on information or other content posted on the Website or transmitted to or by any users. Content on this Website may be changed from time to time without notice.

8. Miscellaneous

8.1 This Agreement, and the Smith fee schedule may be changed from time to time and you agree to be bound by any changes that are posted on the Website or which are otherwise communicated to you.

8.1 Privacy. Use of the Website is also governed by our Privacy Policy, available at www.Smith.com/privacy. For purposes of the Privacy policy only, Friend Trusted, Inc shall be treated as the same company.

8.2 Relationship of the Parties. Service Provider's relationship to Smith and its affiliated companies is that of independent contractor. In no event will Smith be considered a joint employer, joint venture, or partner of Service Provider or any of its affiliates or their respective personnel.

8.3 References to Service Providers. Any reference to Service Provider refers to Service Provider Personnel, the equipment, facilities and resources used by Service Provider and its agents or any other third parties that Service Provider engages to fulfill its obligations in providing the Services, regardless of whether Service Provider owns, operates or controls said equipment, facilities or resources.

8.4 If any part or parts of this Agreement are held to be invalid, the remaining parts of this Agreement will be valid and enforceable.

8.5 This Agreement will be governed by and construed in accordance with the laws of the State of California. Each State has specific guidelines that must also be followed in accordance with specific state laws.

8.6 All disputes between the parties arising out of this Agreement will be first submitted to Smith Dispute Department. Smith has the option to try and mediate the dispute before a professional mediator selected by the parties. Such mediation shall be conducted at a mutually agreed time and place, and the mediator's fees shall be split equally between the parties. Any disputes will be handled with a neutral 3rd party called the Americans Arbitration Association. If mediation is unsuccessful, the parties shall submit the dispute to either the U.S. District Court for the District of California, or the Superior Court of San Diego County, California.

8.7 The following provisions outlined in this contract shall survive termination of the Agreement: